IN THE HIGH COURT OF JUDICATURE AT BOMBAY

O. O. C. J.

SUMMARY SUIT NO.904 OF 2007

Nitesh H. Jain ..Plaintiff.

Vs.

Swaminath Fokam Yadav and another ..Defendants.

....

Ms. Neeta Solanki with Mr. Sunil J. Kanojia i/b Kiran Jain & Co. for the Plaintiff.

None for the Defendants.

....

CORAM: **DR. D.Y. CHANDRACHUD, J.**

3rd December, 2007.

P.C. :

1. The suit is for the recovery of a sum of Rs.2,86,246/- together with interest at the rate of 21% per annum on the principal sum of Rs.2,50,000/-. The First and Second Defendants executed jointly a demand promissory note in the amount of Rs.2,50,000/-on 27th June, 2006 agreeing to pay the amount due thereunder together with interest at the rate of 21% per annum. The Plaintiff addressed a notice of demand on 27th September, 2006 and 17th December, 2006 to which there was no reply.

2. The writ of summons has been duly served. An

affidavit of service has been filed. The Plaintiff has filed a compilation of the original documents including a demand promissory note, extracts from the books of accounts and form No.8 filed by the Plaintiff under the Bombay Money Lenders Act. The Defendants having failed to enter appearance, the Plaintiff would be entitled to a decree under the provisions of Order 37 of the Code of Civil Procedure. The Suit shall accordingly stand decreed as prayed with the modification that the Plaintiff will be entitled interest at the rate of 12% per annum from the date of the Suit until payment or realization on the principal sum of Rs,2,50,000/-.

Refund of Court fees, if any, as per rules.